

**BEFORE THE STATE BOARD OF MEDIATION  
STATE OF MISSOURI**

CARPENTERS' DISTRICT COUNCIL OF )  
GREATER ST. LOUIS, LOCAL 795 )  
 )  
Petitioner, )  
 )  
v. )  
 )  
CITY OF ST. LOUIS, DEPARTMENT OF )  
PARKS, RECREATION AND FORESTRY, )  
 )  
Respondent, )  
 )  
and )  
 )  
AFSCME, LOCAL 410, )  
 )  
Intervenor. )

PUBLIC CASE NO. R 94-038

**JURISDICTIONAL STATEMENT**

The State Board of Mediation is authorized to hear and decide issues concerning appropriate bargaining units by virtue of Section 105.525 RSMo 1986. This case appears before the State Board of Mediation upon the filing by Carpenters' District Council of Greater St. Louis, Local 795 (hereinafter referred to as the Carpenters) of a petition for certification as public employee representative of the employees in the St. Louis Department of Parks, Recreation and Forestry. Prior to the matter going to hearing, AFSCME Local 410 (hereinafter referred to as AFSCME) was allowed to intervene. A hearing on the matter was held on November 29, 1994, in St. Louis, Missouri, at which representatives of the Carpenters, AFSCME and the City were present. The case was heard by State Board of Mediation Chairman Francis Brady, employee member Joel Rosenblit and employer member Lois Vander Waerdt. At the hearing the parties were given full opportunity to present evidence. Afterwards, the parties filed briefs. After a careful review of the evidence and arguments of the parties,

the Board set forth the following Findings of Fact, Conclusions of Law and Direction of Elections.

### **FINDINGS OF FACT**

As part of its governmental functions, the City of St. Louis operates a Department of Parks, Recreation and Forestry. The Department oversees the three functions referenced in its title--Parks, Recreation and Forestry. Each of these functions is separated into a division which is separate from the other. Although the divisions are separate, each has a commonality of function, namely to allow the City's residents to recreate in a safe environment. This is why the three divisions were placed in the same department. The Parks Division maintains the City's parks; the Recreation Division maintains the City's playgrounds, pools and recreation centers and oversees youth sports; and the Forestry Division is responsible for tree maintenance and weed control. The department has about 300 employees. Many of them work in or around the City's parks.

Each division has a division head known as a commissioner who is responsible for managing the day-to-day operation of their division. The division heads of the aforementioned divisions are the Commissioner of Parks, Commissioner of Recreation and Commissioner of Forestry. Each commissioner reports to the department director. The department director oversees the entire department and gives direction to the division commissioners. The department director supervises the six members of his staff, but does not supervise the staff of the divisions. Each division commissioner supervises the staff of their division.

The administrative offices of the department and all three divisions are housed in the same facility at 5600 Clayton Road in Forest Park. Thus, the department head, all three commissioners and their administrative staff are housed together. Payroll and accounting for all three divisions are handled at the departmental level. Each division

has a separate office in the administration building. While all three divisions share the same telephone system, they do not share clericals or support staff. Each division commissioner has their own secretaries and support staff.

The department has its own budget, as does each of the three divisions. The department director does not control the budgets of the divisions. There is no sharing of budgets between the divisions. However, the accounting functions of the three divisions are handled by employees under the department director's authority, as are the payroll functions for all three divisions.

The employees of all three divisions are covered by the same (departmental) personnel policies and (City) civil service rules and procedures.

There are five common job classifications among the divisions. Security Officers and Custodians work in both the Recreation and Parks Divisions, Utility Workers and Laborers work in both the Forestry and Parks Divisions, and Gardeners work in both the Forestry and Parks Divisions. The work performed in these common classifications is essentially the same. Thus, a Laborer in one division does essentially the same work as a Laborer in another division. The employees in these common classifications receive the same wages and benefits irrespective of the division they are in.

The same transfer procedure is utilized in all three divisions. That procedure requires the release of the employee by his/her current division commissioner; the agreement of the division commissioner that is receiving the transferred employee; and the approval of the City's Personnel Director. The transfer procedure just noted applies to any transfer in the City. As a result, a transfer from one division in the department to another division involves the same process and same paperwork as if the transfer were to another department. It appears from the record that seasonal employees known as "paid performance laborers" are sometimes transferred between divisions without having to utilize the official procedure noted above.

The interchange of employees between the three divisions is as follows. Employees are not routinely moved from one division to another. On occasion though, employees from the Parks Division are assigned to work in either the Recreation or Forestry Divisions. When this happens, the Parks Division employee works with crews from the other division or under a supervisor from the other division. One Parks Division employee, Don Cherry, has been assigned to work in the Forestry Division for four to six weeks at a time. Usually though, the use of Park Division employees in the Recreation and Forestry Divisions occurs when there are special events or emergencies. An example of a special event is where Parks Division employees have been used to set up tables and chairs for a Recreation Division event. An example of an emergency is cleaning up after wind or snow storms. Some Park Division employees have received training from Forestry Division personnel in cutting down trees. Insofar as the record shows, employees from the Recreation and Forestry Divisions have not been assigned to work in other divisions.

The Security Officers work in both the Parks and Recreation Divisions. There are 33 in the Parks Division and 17 in the Recreation Division. They are essentially watchmen who maintain security. Their main job task is to protect the members of the public using the City's parks and recreation facilities. They wear uniforms, carry firearms, and are empowered to arrest. They are authorized by the St. Louis Police Department to carry and use firearms and make arrests. If they encounter criminal activity, they are expected to call the police for assistance. The Security Officers are not responsible for enforcing work rules or reporting employee work rule infractions to management. Until several years ago, all the Security Officers worked in the Parks Division. However about two years ago, some of the Security Officers were permanently reassigned to the Recreation Division. The Security Officers who were reassigned to the Recreation Division work at the City's ten recreation centers. The Security Officers who work at the recreation centers are stationary, meaning that they

stay at that one location. In contrast, the Security Officers in the Parks Division are not stationary, meaning that they make rounds on the premises they guard. Sometimes Park Division Security Officers work in the Recreation Division recreation centers. The chain of command for the Security Officers in the Parks Division is that they report to security supervisors in that division. The ultimate decision concerning any disciplinary action against a Parks Division Security Officer would come from the Commissioner of Parks. In the Recreation Division though, there are no security supervisors. As a result, the Security Officers in the Recreation Division have an unusual chain of command. The on-site recreation facility directors assign tasks to the Security Officers. In that sense then, the Security Officers in the Recreation Division are overseen by personnel from the Recreation Division. However, if those Security Officers fail to perform their assigned task, or perform it improperly, the on-site recreation director does not deal with it. Instead, they contact the Parks Division security supervisor who would intervene to order the Security Officer to do as he was instructed. If there were continued problems with a Recreation Division Security Officer, or he continued to be insubordinate, the Parks Division security supervisor would recommend discipline. However, since division commissioners have ultimate responsibility over the discipline of employees in their division, any disciplinary action against a Recreation Division Security Officer would come from the Commissioner of Recreation, not the Commissioner of Parks.

The record indicates that prior to 1989, there were three Parkkeeper classifications in the Parks Division--Parkkeeper III (the highest of the three classifications), Parkkeeper II and Parkkeeper I. In 1989, the names of the three Parkkeeper job classifications were changed, but not the duties or the pay. Specifically, those employees classified as Parkkeepers III and II became Parkkeeper Supervisors II and I respectively, and the employees classified as Parkkeepers I became known simply as Parkkeepers. To state the obvious, the term "supervisor" was not attached to their job classification, while it was for the other two classifications. In the division's

organizational structure, a Parkkeeper Supervisor II is over a Parkkeeper Supervisor I who is over a Parkkeeper. There are three Parkkeeper Supervisor II's, ten Parkkeeper Supervisory I's, and 16 Parkkeepers. The City's official "Job Specifications" document (which is similar to a job description) provides that the Parkkeeper Supervisor II "performs work of considerable difficulty in directing park maintenance in assigned park districts", while the Parkkeeper Supervisor I "performs work of moderate difficulty in City park care and maintenance; supervises moderately large groups of his subordinates", and the Parkkeeper "performs work of routine difficulty in City park grounds maintenance; acts as lead worker over lower level positions". As the name implies, Parkkeepers clean and maintain parks, grounds, buildings, playgrounds and playground equipment, cut grass, remove snow and pick up trash.

Each Parkkeeper oversees a work crew. The Parkkeeper is the highest ranking employee on the crew. The work crews vary in size from two to six with four being average. When there are four in a crew, there is one Parkkeeper, two Equipment Operators and a Laborer. Some crews also include a Utility Worker. During the spring and summer months, seasonal employees who are known as "paid performance laborers" are added to the crew. When this happens, the size of the crew may double.

Each morning a Parkkeeper receives his crew's assignments from his immediate supervisor (a Parkkeeper Supervisor I). The Parkkeeper, in turn, conveys the assignments to the other members of his crew. The Parkkeeper and the other crew members then leave to perform their assigned work. During the day, the Parkkeeper works side by side with their crew members doing manual labor. When a crew member finishes a job, the Parkkeeper assigns them additional work. Some Parkkeepers spend all but 15 minutes a day doing the same physical work as their crew members. Other Parkkeepers spend less time with their crew. The Parkkeeper Supervisor I's and II's do not usually work with crews and do not usually do hands-on work.

The Parkkeepers are not empowered to hire, fire, discipline, promote, evaluate or transfer employees in their crew on their own volition and have not done so. In terms of recommending any of the foregoing actions, the record indicates that Parkkeepers have the following role in recommending disciplinary action. Parkkeepers report incidents of misconduct by their crew members to a Parkkeeper Supervisor I or II. Specifically, they report what happened (i.e. the facts). In doing so, the Parkkeeper can recommend that discipline be meted out to the crew member for the incident. Thus, Parkkeepers can make recommendations to the Parkkeeper Supervisors I and II concerning proposed discipline. However, the record does not contain any instances where this has happened. The Parkkeeper Supervisors I and II then make a recommendation concerning proposed discipline to their supervisor, the Parks Maintenance Manager, who in turn makes a recommendation to the Commissioner of the Parks Division. It is the Commissioner who decides whether discipline is imposed. If the Commissioner decides to impose discipline, the disciplinary notice is written up and signed by the Commissioner, the Parks Maintenance Manager and either a Parkkeeper Supervisory I or II. The Parkkeeper does not sign the disciplinary notice. The signed disciplinary notice then goes back down the division's chain of command to the Parkkeeper who informs the crew member of the discipline and physically hands the crew member the written notice of same.

With regard to hiring, the record indicates that outside of the Parks Division's South Zone, Parkkeepers have had no involvement in the interviewing and hiring process. In the Parks Division's South Zone, the situation is different. Joe Vacca, the Parks Maintenance Manager for the Parks Division's South Zone, testified that Parkkeepers in his work area have been involved in interviewing and hiring prospective job applicants for their crews about three or four times. The record indicates that in the Parks Division's South Zone, Parkkeepers have sat in on job interviews with Vacca and Parkkeeper Supervisor Is or IIs to fill vacant crew positions. In those instances though,

the Parkkeeper did not independently decide who to hire. Instead, the Parkkeeper and the Parkkeeper Supervisor I or II reached agreement on a specific candidate and jointly recommended that candidate to Vacca, who in turn made a recommendation to the commissioner. Insofar as the record shows, it is not necessary to the City's hiring process that Parkkeepers be involved in the interviewing or hiring process.

With regard to evaluations, the record indicates that Parkkeepers are the "first raters" for the members of their work crew. This simply means that they are the first person to evaluate their crew members. They do this by filling out an evaluation form which is known as a service rating. On some occasions, Parkkeepers have filled out these evaluation forms without being told by their supervisors what to write. On other occasions though, Parkkeepers have been told by their supervisors exactly what to write on the service rating. After the Parkkeepers complete these service ratings, they are then submitted to a Parkkeeper Supervisor I or II who may or may not make changes in same.

With regard to wages, Parkkeepers are one pay grade higher than the workers in their crew. There is a 5% differential between pay grades and each pay grade contains a range. In theory then, Parkkeepers are paid 5% more than the people in their crew. In practice though, some crew members may be paid more than the Parkkeepers because of their location on their grade's range. Insofar as the record shows, the Parkkeeper's pay is not tied to the number of people in their crew.

### **CONCLUSIONS OF LAW**

The Carpenters seek to represent all employees of the Department of Parks, Recreation and Forestry in one bargaining unit. According to the Carpenters, such a department-wide unit constitutes an appropriate bargaining unit. The City disagrees. It argues that in this particular case, a department-wide unit is inappropriate. It proposes instead that the bargaining units be drawn along divisional lines, not departmental lines.



Consequently, the City seeks three bargaining units in the Department of Parks, Recreation and Forestry--one for Parks, one for Recreation and one for Forestry. AFSCME agrees with the City on the composition of the proposed bargaining units. Thus AFSCME, like the City, seeks three separate bargaining units drawn along divisional lines. Next is the question of where the Security Officers fit in terms of bargaining unit placement. While none of the parties seek their exclusion, there is no agreement concerning their placement. Finally, the position of Parkkeeper in the Parks Division is disputed. The City contends that the position is supervisory and thus should be excluded from any bargaining unit. Both the Carpenters and AFSCME contend otherwise. They argue the position is not supervisory and should therefore be included in whatever bargaining unit(s) are found appropriate.

In our view, the contentions posed above require that the following issues be resolved: 1) what is the appropriate unit or units in the Department of Parks, Recreation and Forestry; 2) where do the Security Officers fit in terms of bargaining unit placement; and 3) is the position of Parkkeeper supervisory so as to exclude it from any bargaining unit(s). In the discussion which follows, we will address the issues in the order listed above.

Before turning to the first issue though, we have decided to make the following preliminary comments concerning the composition of the bargaining unit(s). To begin with, no party herein proposes that the seasonal employees (the "paid performance laborers") be included in any proposed unit. That being the case, we will not do so either. Consequently, the seasonal employees ("paid performance laborers") will not be included in the unit(s) ultimately found appropriate. Next, in wording the bargaining unit description, we faced the traditional question of whether to make it generic (wherein the classifications are not listed by name) or specific (wherein the classifications are listed by name). Given the size of the potential unit(s) here, our initial inclination was to utilize the latter approach and list all the classifications included and excluded by name.

However, we have decided not to do so because the record herein does not identify all the classifications which the parties specifically agreed to include and exclude. Rather than risk including a classification that the parties agreed to exclude, or vice-versa, we have opted to utilize a generic wording of the bargaining unit description for the unit(s) ultimately found appropriate. As a result, our wording of the bargaining unit will not list all the classifications included and excluded by name. Finally, it appears from the record that three classifications in the original election petition are already included in existing bargaining units, possibly city-wide units. The three classifications are Mechanical Maintenance Worker, Carpenter and Painter. Certainly it is not our intent in this decision to alter the composition of existing bargaining units, nor do we wish for that be an unintended consequence of same. In order to ensure that this does not happen, we have decided to specifically exclude whatever employees are already included in existing city bargaining units from the unit(s) ultimately found appropriate here.

That said, we now turn our attention to deciding what unit or units is appropriate for the Department of Parks, Recreation and Forestry. The Missouri Public Sector Labor Law defines an appropriate bargaining unit as:

A unit of employees at any plant or installation or in a craft or in a function of a public body which establishes a clear and identifiable community of interest among the employees concerned.<sup>1</sup>

The statute does not provide further guidelines for determining what constitutes a "clear and identifiable community of interest", nor does it set out any criteria to determine same. The Board has therefore developed its own criteria for determining whether employees have a community of interest. Those factors, as set forth in AFSCME, Missouri State Council 22 v Department of Corrections and Human Services, Case No. 83-002 (SBM 1984), are as follows:

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<sup>1</sup> Section 105.525 RSMo. 1986.

1. Similarity in scale or manner of determining earnings.
2. Similarity in employment benefits, hours or work and other terms and conditions of employment.
3. Similarity in the kind of work performed.
4. Similarity in the qualifications, skills and training of employees.
5. Frequency of contact or interchange among the employees.
6. Geographic proximity.
7. Continuity or integration of production processes.
8. Common supervision and determination of labor-relations policy.
9. Relationship to the administrative organization of the employer.
10. History of collective bargaining.
11. Extent of union organization.

Generally, no one factor in and of itself is determinative in making this call. Instead, all are weighed together.

After applying the above stated factors to the facts involved here, we find that a single department-wide unit is appropriate. Our rationale follows.

We believe that the employees in the three divisions comprising the department share a sufficient community of interest that a department-wide unit is appropriate. To begin with, the employees in all three divisions have the same basic function, namely to allow city residents to recreate in a safe environment. To this end, employees from all three divisions work at the same city facilities, namely city parks and recreation centers. This commonality of function is no doubt why the three divisions were combined together in one department and why their administrative offices are housed together in the same building with a common payroll and accounting system. Next, there are five common job classifications among the divisions, namely Utility Worker, Laborer,

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Security Officer, Custodian and Gardener. The work performed in these common classifications is essentially the same. For example, a Utility Worker in the Forestry Division does the same basic work as a Utility Worker in the Parks Division. Additionally, these employees receive the same wages and benefits regardless of the division they are in. Next, the employees in all three divisions are governed by the Department's standardized personnel policies. Finally, there is some movement of Parks Division employees into the other two divisions. As a result, there is some working contact between the employees in the different divisions. Usually this movement of employees between divisions occurs when there are special events or emergency situations. When this movement occurs, it can sometimes be for lengthy periods of time. For example, Parks Division employee Don Cherry has been assigned to work in the Forestry Division for four to six weeks at a time. In our view, the foregoing facts establish that there is enough interchange between the three divisions that a single wall-to-wall departmental unit is appropriate here.

In so finding, it is expressly noted that while we have found a department-wide unit appropriate here, this conclusion is limited to the instant facts. It should not be construed as establishing a broad principle that the Board always favors larger units (such as the department-wide unit) over smaller units (such as the divisional units).

Furthermore, were we to find that divisional units were appropriate here, this would leave the small number of employees in the department director's office both unrepresented and unaccounted for. If that happened, the City would potentially face another unit for just those employees. In contrast though, a department-wide unit eliminates this scenario. We are therefore satisfied that a department-wide unit is not only appropriate, but also eliminates placement questions concerning the small number of department employees.

Next, we are satisfied that in the context of this case, the Security Officers who work in the Parks and Recreation Divisions should not be included in the overall department-wide unit, but should instead receive a separate bargaining unit. Our rationale in so finding is that as part of their job, the Security Officers carry firearms and have the power to arrest. No one else in the department is so empowered. In our view, this job responsibility alone distinguishes them from all the other employees in the department. We have previously found that Security Officers are entitled to a separate bargaining unit with a community of interest that is distinct from a larger bargaining unit. That is our conclusion here as well. We therefore find that a unit of Security Officers constitutes an appropriate bargaining unit within the meaning of the Missouri Public Sector Labor Law. Accordingly then, the Security Officers are entitled to be represented by a union of their own choice. The State Board of Mediation does not restrict the type of union that may represent Security Officers.<sup>2</sup>

The final issue is whether the Parkkeepers should be included in the bargaining unit found appropriate. As previously noted, the City contends the classification should be excluded based on supervisory status, while both Unions dispute this assertion. Although supervisors are not specifically excluded from the coverage of the Missouri Public Sector Labor Law, case law from this Board and the courts have carved out such an exclusion.<sup>3</sup> This exclusion means that supervisors cannot be included in the same bargaining unit as the employees they supervise.

In making this call, the Board has historically considered the following factors:

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<sup>2</sup> Springfield R-XII School District, Case No. R 92-015 (SBM 1992) and School District of Kansas City, Case No. 99 (SBM 1976).

<sup>3</sup> See Golden Valley Memorial Hospital v. Missouri State Board of Mediation, 559 S.W.2d (Mo.App. 1977) and St. Louis Fire Fighters Association, Local 73 v. City of St. Louis, Missouri, Case No. 76-013 (SBM 1976).

- (1) The authority to effectively recommend the hiring, promotion, transfer, discipline, or discharge of employees;
- (2) The authority to direct and assign the work force, including a consideration of the amount of independent judgment and discretion exercised in such matters;
- (3) The number of employees supervised, and the number of actual persons exercising greater, similar or lesser authority over the same employees;
- (4) The level of pay including an evaluation of whether the supervisor is paid for a skill or for supervision of employees;
- (5) Whether the supervisor is primarily supervising an activity or primarily supervising employees; and
- (6) Whether the supervisor is a working supervisor or whether he spends a substantial majority of his time supervising employees.<sup>4</sup>

We will apply them here as well. Not all of these criteria need to be present for a position to be found supervisory. Rather, in each case the inquiry is whether these criteria are present in sufficient combination and degree to warrant the conclusion that the position is supervisory.<sup>5</sup>

After applying these criteria to the Parkkeepers, we find they do not meet this supervisory test. Our analysis follows.

To begin with, we find that the Parkkeepers have no role whatsoever in most of the factors listed in factor (1) above. Specifically, they do not hire, fire, discipline, promote or transfer employees on their own volition. All these tasks are the responsibility of the division commissioner. Additionally, we find that their ability to recommend any of these actions is extremely limited. With regard to discipline, the record indicates that Parkkeepers report their crew members' misconduct to their

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<sup>4</sup> See, for example, City of Sikeston, Case No. R 87-012 (SBM 1987).

<sup>5</sup> See, for example, Monroe Manor Nursing Home District, d/b/a Monroe Manor, Case No. R 91-016 (SBM 1991).

supervisor who, in turn, decides what discipline is appropriate. While the Parkkeepers can recommend proposed discipline, the record does not contain any instances where that has happened. This shows that Parkkeepers have a very minor role in disciplining their crew members. With regard to evaluations, it is undisputed that the Parkkeepers are the "first-raters" of the members of their crew. In some instances, Parkkeepers have evaluated crew members without receiving any input concerning same from their supervisors, while in other instances the Parkkeepers have been told by their supervisors what to put on the evaluations. Obviously in the latter instances, the Parkkeepers have not independently evaluated their subordinates. No matter what they write though, these evaluations then go up the division's chain of command for review. With regard to hiring, we note that the Parks Maintenance Manager in one zone (Vacca) has included his Parkkeepers in the initial step of the hiring process. Specifically Vacca has invited his Parkkeepers to participate in interviewing job applicants. Afterwards, those Parkkeepers, in conjunction with the Parkkeeper Supervisors I or II, jointly made a recommendation to him concerning who to hire which he then took to the division commissioner. While this evidence establishes that Parkkeepers in one zone have had input in interviewing and recommending who to hire, the evidence also establishes that Parkkeepers in other zones have neither participated in interviews nor recommended who to hire. Given these differences, we find that the Parkkeepers, as a class, do not effectively recommend hiring decisions.

Attention is now turned to factor (2) above. There is no dispute that the Parkkeepers assign work to the members of their crew on a daily basis. In and of itself though, this is not enough to make them supervisors. In our view, the assignment of work involved here is a routine task that includes limited independent judgment. The Parkkeepers do not determine what work is performed; the Parkkeeper Supervisors I

and II do that. The Parkkeepers relay the assignments from higher supervision. Thus, the Parkkeepers are not empowered to change the jobs that have been selected by others. Next, with regard to factor (3), the record indicates that the number of employees "supervised" on each crew varies. The average crew size is four, although the crew size can double during the spring and summer months when seasonal employees ("paid performance laborers") are added to the crew. Even so, none of these crew sizes are large enough to raise any "red flags" concerning the number of employees overseen.

The evidence presented on the second part of the third factor (i.e. the number of other persons exercising greater, similar or lesser authority with respect to the same employees) demonstrated that there are a number of layers of authority in the Parks Department that exercise greater authority over the crew members than the Parkkeepers do, namely the Parkkeeper Supervisors I and II and the Park Maintenance Manager. As a practical matter then, the Parkkeepers are at the bottom of the Park Division's managerial hierarchy in terms of exercising authority over the crew members.

With regard to level of pay (factor 4), the evidence shows that while Parkkeepers are theoretically paid 5% more than the members of their crew, that is not automatically the case. Due to the way the pay grades are structured with ranges, some crew members can be paid more than the Parkkeepers.

Finally, with regard to the factors (5) and (6), there is no question that the Parkkeepers are in charge of their crew at the work site. They assign them work and ensure they perform it. However, they spend almost all of their time doing manual labor side by side with their crew members. We therefore hold that the Parkkeepers are leadworkers who do not possess supervisory duties in sufficient combination and degree to be deemed supervisors.



## **DECISION**

To summarize, it is the decision of the State Board of Mediation that a department-wide unit is appropriate here; that a separate unit of Security Officers is appropriate; and that the Parkkeepers are not supervisory employees so they are therefore included in the department-wide bargaining unit.

The department-wide unit found appropriate is:

All permanent, full-time employees of the St. Louis Department of Parks, Recreation and Forestry, excluding supervisory, managerial and confidential employees, and employees included in other City bargaining units.

The Security Officer unit found appropriate is:

All Security Officers in the St. Louis Department of Parks, Recreation and Forestry, excluding supervisory, managerial and confidential employees, and employees included in other City bargaining units.

## **DIRECTION OF ELECTIONS**

Secret ballot elections shall be conducted by the Chairman of the State Board of Mediation, or its designated representative, among the employees in the two aforementioned bargaining units, as early as possible, but not later than thirty days from the date below. The exact time and place will be set forth in the notice of elections to be issued subsequently, subject to the Board's rules and regulations. Those eligible to vote are those who were employed during the payroll period immediately preceding the date below, including employees who did not work during the period because of vacation or illness. Those ineligible to vote are those employees who quit or were discharged for cause since the designated payroll period and who have not been rehired or reinstated before the election. Those eligible to vote shall vote whether or not they desire to have Carpenters' District Council of Greater St. Louis or AFSCME, Local 410 as their exclusive bargaining representative.

It is hereby ordered that the Employer shall submit to the Chairman of the State Board of Mediation, as well as to both Unions within fourteen days from the date of this decision, an alphabetical list of names and addresses of employees in the two aforementioned bargaining units who were employed during the payroll period immediately preceding the date of this decision.

Signed this 23rd day of March, 1995.

STATE BOARD OF MEDIATION

(SEAL)

/s/ Francis R. Brady  
Francis R. Brady, Chairman

/s/ Joel Rosenblit  
Joel Rosenblit, Employee Member

/s/ Lois Vander Waerd  
Lois Vander Waerd, Employer Member